

Attorney's Docket No. 0467/291713

AL

IN THE UNITED STATES DESIGNATED OFFICE (DO/US)

Attn: DO/US

In re: Flahaut

International Appl. No.: PCT/GB03/04665

International Filing Date: October 30, 2003

For: HIGH TEMPERATURE RESISTANT ALLOYS

Mail Stop PCT

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

**PETITION UNDER 37 C.F.R §1.47(b) TO ACCEPT DECLARATION SIGNED BY  
ASSIGNEE OR PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHERE  
INVENTOR REFUSES TO SIGN DECLARATION IN RESPONSE TO NOTIFICATION  
OF MISSING REQUIREMENTS**

Applicant submits the attached Petition in accordance with 37 CFR § 1.47(b), including substantiating documentation.

The petition fee in the amount of \$200.00 as set forth under 37 CFR § 1.17(g) fee may be charged, or any overpayment credited, to our Deposit Account No. 16-0605. In the event that extensions of time or any other fees are necessary to allow consideration of this paper, such fees are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore is hereby authorized to be charged to Deposit Account No. 16-0605.

04/20/2006 MKAYPAGH 00000031 160605 10533034

01 FC:1463 200.00 DA

Respectfully submitted,



Christopher W. McAvoy  
Registration No. 57,055

**CUSTOMER No. 00826**

**ALSTON & BIRD LLP**

Bank of America Plaza

101 South Tryon Street, Suite 4000

Charlotte, NC 28280-4000

Tel Charlotte Office (704) 444-1000

Fax Charlotte Office (704) 444-1111

FC 1 19

**BEST AVAILABLE COPY**

In re: **Flahaut**

International Appl. No.: PCT/GB03/04665

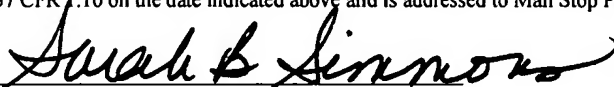
International Filing Date: October 30, 2003

Page 2

"Express Mail" Mailing Label Number EV 52113117 US

Date of Deposit: April 13, 2006

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Mail Stop PCT, Commissioner for Patents, Alexandria, VA 22313-1450.



Sarah B. Simmons

CLT01/4813322v1

Attorney's Docket No. 040587/291713

IN THE UNITED STATES DESIGNATED OFFICE (DO/US)

Attn: DO/US

In re: Flahaut

International Appl. No.: PCT/GB03/04665

International Filing Date: October 30, 2003

For: HIGH TEMPERATURE RESISTANT ALLOYS

Mail Stop PCT

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

**PETITION UNDER 37 C.F.R §1.47(b) TO ACCEPT DECLARATION SIGNED  
BY ASSIGNEE OR PERSON WITH SUFFICIENT PROPRIETARY INTEREST  
WHERE INVENTOR REFUSES TO SIGN DECLARATION IN RESPONSE TO  
NOTIFICATION OF MISSING REQUIREMENTS**

Applicant hereby petitions the Commissioner for Patents under 37 C.F.R. §1.47(b) to accept the accompanying Declaration without the signature of sole inventor Dominique Marianne Lucienne Flahaut, who refuses to join in the above-identified application. It is therefore requested that the application be made by Doncasters Limited, the entity to whom the inventor has agreed to assign the invention, on behalf of the non-signing inventor.

**I. Proof of Pertinent Facts**

Attached is the Declaration of Ian Dunkinson, Managing Director of Doncasters Paralloy, on behalf of the non-signing inventor. A Statement of Facts in support of filing on behalf of the non-signing inventor is also attached and signed by Ian Dunkinson. Doncasters Paralloy is a division of Deritend International Limited, a Doncasters Limited company. Doncasters Limited changed its legal status from Doncasters plc on October 1, 2001, as shown in the attached copy Registration certificate (Appendix E).

The Statement of Facts and the attached documents demonstrate that Ms. Dominique Flahaut was presented with a Declaration, an Assignment, and a copy of the application and has apparently refused to execute the Declaration and Assignment.

## II. Fee

The Commissioner is hereby authorized to charge to Deposit Account the fee required under 37 C.F.R. §1.17(g). The Commissioner is also authorized to charge our Deposit Account No. 16-0605 for any fee deficiency in connection with this petition.

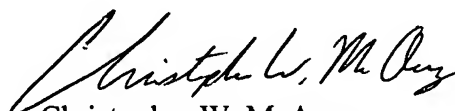
## III. Conclusion

Applicant hereby petitions and requests that this Petition be granted to accept the attached Declaration signed by Ian Dunkinson in his capacity as Managing Director of Doncasters Parallooy, pursuant to the provisions of 37 C.F.R. §1.47(b) regarding a non-signing inventor, and that this application be advanced to examination. Preservation of this patent application, including the filing date, is necessary to preserve the rights of Doncasters Limited and prevent irreparable damage.

If there are any questions regarding this matter, please contact the undersigned at the address and telephone number indicated below.

Thank you for your attention to this matter.


Respectfully Submitted,

  
Christopher W. McAvoy  
Registration No. 57,055

**Customer No. 00826**  
**ALSTON & BIRD LLP**  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
Tel Charlotte Office (704) 444-1000  
Fax Charlotte Office (704) 444-1111

"Express Mail" Mailing Label Number EV 52113117 US  
Date of Deposit: April 13, 2006

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Mail Stop PCT, Commissioner for Patents, Alexandria, VA 22313-1450.

  
Sarah B. Simmons

Attorney Docket No. 040587/291713

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Flahaut  
For: HIGH TEMPERATURE RESISTANT ALLOYS

the specification of which was filed on 04/28/2005 as United States Application No. 10/533,034 which claims priority from PCT International Application Number PCT/GB2003/004665 filed 10/30/2003, and which was Preliminarily Amended on 04/28/2005.

**STATEMENT OF FACTS IN SUPPORT OF FILING  
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)**

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

Ian Dunkinson

Name

Paralloy House, Nuffield Road

Billingham, TS23 4DA, United Kingdom

Address

## LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR

Dominique Marianne Lucienne Flahaut

Full name of non-signing inventor

31 Barnwell, Willow Cottage, Peterborough PE85PX, United Kingdom

Last known address of non-signing inventor

Franks & Co, 15 Jessops Riverside, Brightside Lane, Sheffield S9 2RX, United Kingdom

Name and address of Ms. Flahaut's attorney

## DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR

On October 13, 2005, Doncasters Paralloy ("Doncasters") prepared and sent three duplicate copies of a letter addressed to the inventor, Dominique Flahaut. Each of the letters included: (1) a copy of the patent application as published during the international phase of PCT/GB2003/004665; (2) a copy of the preliminary amendment filed in the USPTO upon entry into the national phase; (3) a declaration; and (4) an assignment. The letter instructed Ms. Flahaut to execute the declaration and the assignment and return them to Doncasters by October 30, 2005. A copy of the letter is included herein in Appendix A.

A first copy of the letter was sent by recorded delivery post through the Royal Mail to Ms. Flahaut's last known address in the United Kingdom (31 Barnwell, Willow Cottage, Peterborough PE85PX, U.K.). A letter dated October 25, 2005 from the Royal Mail and an accompanying proof of delivery indicates that the letter was delivered on October 14, 2005, and was apparently signed for by Ms. Flahaut. A copy of the letter from the Royal Mail and the signed proof of delivery is included herein in Appendix B.

A second copy of the letter was sent to Robert Franks of Franks & Co, Ms. Flahaut's patent attorney. The letter was sent with a letter dated October 13, 2005 and addressed to Robert Franks. This letter instructed Franks & Co. to forward the second copy of the letter and the accompanying documents to Ms. Flahaut. Franks & Co. confirmed on October 20, 2005, and October 24, 2005, that the letter from Doncasters was forwarded to Ms. Flahaut and that the letter was posted to Ms. Flahaut on October 20, 2005, by recorded delivery. Copies of the letters to and from Franks & Co. are included herein in Appendix C.

A third copy of the letter was sent by DHL courier service to Ms. Flahaut, also at her last known address in the United Kingdom. A letter from DHL dated November 28, 2005, confirms that delivery was attempted on October 13, 2005 and was refused. Apparently DHL was advised by the person refusing delivery that the package should be delivered to the following address in Germany: 1 Drachenfelstrasse, St. Augustin, Germany, 53757. DHL attempted delivery at this address in Germany on October 20,

2005, and was advised that nobody by the name Flahaut lived there. A copy of the letter from DHL is included herein in Appendix D.


### **PROOF OF PROPRIETARY INTEREST**

The invention as claimed in the above-identified application was made by Dominique Flahaut during the period of Dominique Flahaut's employment with Doncasters plc, which subsequently became Doncasters Limited. By virtue of the "Undertaking" agreement between Doncasters plc and Dominique Flahaut dated July 22, 1999, Ms. Flahaut agreed that the invention shall be the property of Doncasters plc. A copy of the Undertaking agreement, Section 39 of the Patents Act of 1977 to which the Undertaking agreement refers, and other potentially relevant employment agreements are included herein in Appendix E.

### **PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE OR PRESERVE THE RIGHTS OF THE PARTIES**

A declaration must be filed by April 13, 2006, in response to the Notification of Missing Requirements that was issued in the above-identified application on September 13, 2005, in order to prevent abandonment of the application. Preservation of this patent application, including the filing date, is necessary to preserve the rights of Doncasters and prevent irreparable damage.

Date: 12/4/2006

  
\_\_\_\_\_  
Ian Dunkinson  
Managing Director  
Doncasters Parallooy

## **APPENDIX A**





**DONCASTERS**  
PARALLOY

Mr I Dunkinson  
Doncasters Paralloys  
Paralloys House  
Nuffield Road  
Billingham  
TS23 4DA

To  
Ms Dominique Flahaut  
31 Barnwell,  
Willow Cottage,  
Peterborough  
PE85PX

**Registered Letter**

Dear Dominique

**US Patent Application No 10/533034**  
**National Phase of International Patent Application No PCT/GB2003/004665**  
**High Temperature Alloys**  
**Doncasters Limited**

As you know, we filed the above identified International patent application on 30 October 2003. On the 28 April 2005 we entered the national phase of that application in the United States and it was accorded the number also given above.

I would be grateful if you would please execute the attached documents:

1. A Declaration, which simply declares that you are the inventor of the subject matter of the patent application. A copy of the patent application as published during the international phase; plus a copy of the preliminary amendment filed in the USPTO on national phase entry, is attached

for your consideration. You will note that there is nothing controversial in the Declaration, as it is simply a statement of the facts. Nevertheless, it is necessary to support the patent application.

2. An Assignment, which transfers ownership of the invention from yourself to Doncasters Limited. As you know, we are of the view that your employment status while you were with us entitles Doncasters to ownership of the invention: that is to say, that you are under a contractual and legal obligation to execute the attached Assignment. Please therefore execute this document before a witness, who should also sign where indicated, and write their name legibly underneath.

I look forward to receiving these two documents at your early convenience and at the latest, please, by 30 October 2005.

Please acknowledge receipt of this letter by countersigning the duplicate copy of this letter in the space provided below

Yours sincerely



Ian Dunkinson  
Doncasters Paralloy  
11/10/05

Received by me, this \_\_\_\_\_ day of 2005-10-14

Signed \_\_\_\_\_  
Dominique Flahaut



**DONCASTERS**  
PARALLOY

**COPY**

Mr I Dunkinson  
Doncasters Paralloy  
Paralloy House  
Nuffield Road  
Billingham  
TS23 4DA

To  
Ms Dominique Flahaut  
31 Barnwell,  
Willow Cottage,  
Peterborough  
PE85PX

Registered Letter

Dear Dominique

**US Patent Application No 10/533034**  
**National Phase of International Patent Application No PCT/GB2003/004665**  
**High Temperature Alloys**  
**Doncasters Limited**

As you know, we filed the above identified International patent application on 30 October 2003. On the 28 April 2005 we entered the national phase of that application in the United States and it was accorded the number also given above.

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1. A Declaration, which simply declares that you are the inventor of the subject matter of the patent application. A copy of the patent application as published during the international phase, plus a copy of the preliminary amendment filed in the USPTO on national phase entry, is attached

for your consideration. You will note that there is nothing controversial in the Declaration, as it is simply a statement of the facts. Nevertheless, it is necessary to support the patent application.

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I look forward to receiving these two documents at your early convenience and at the latest, please, by 30 October 2005.

Please acknowledge receipt of this letter by countersigning the duplicate copy of this letter in the space provided below

Yours sincerely



Ian Dunkinson  
Doncasters Parallooy  
11/10/05

Received by me, this \_\_\_\_\_ day of 2005-10-14

Signed \_\_\_\_\_  
Dominique Flahaut

## ASSIGNMENT

THIS ASSIGNMENT, made by me, **Dominique Marianne Lucienne Flahaut**, a citizen of France, residing at 31 Barnwell, Willow Cottage, Peterborough PE85PX, United Kingdom,

WITNESSETH: That,

WHEREAS, I am the sole inventor of certain new and useful improvements in **HIGH TEMPERATURE ALLOYS** for which an application for United States Letters Patent has been filed in the United States Patent and Trademark Office on April 28, 2005, under Application No. 10/533,034,

☒ *and which application claims priority from Application No. PCTGB2003/004665, filed October 30, 2003, which claims priority from GB0225648.5 filed November 4, 2002, GB0228576.5 filed December 9, 2002 and GB0324859.8 filed October 24, 2003, all applications listed above being hereinafter referred to as the "application";* and

WHEREAS, **Doncasters Limited**, a United Kingdom corporation having a principal place of business at 28-30 Derby Road, Melbourne, Derbyshire DE7 1FE, United Kingdom, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

I hereby request that said Letters Patent be issued in accordance with this assignment.

I further covenant and agree that, at the time of the execution and delivery of these presents, I possess full title to the invention and application above-mentioned, and that I have the unencumbered right and authority to make this assignment.

I further covenant, and agree to bind my heirs, legal representatives, and assigns, promptly to communicate to said assignee or its representatives any facts known to me relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
(SEAL)  
Dominique Marianne Lucienne Flahaut

\_\_\_\_\_  
Witness

CLT01/4712324v1

Attorney Docket No. 040587/291713

# DECLARATION FOR PATENT APPLICATION

I hereby declare that:

I believe Dominique Marianna Lucienne Flahaut is the original, first and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled

## HIGH TEMPERATURE RESISTANT ALLOYS,

the specification of which was filed on 04/28/2005 as United States Application No. 10/533,034 which claims priority from PCT International Application Number PCT/GB2003/004665 filed 10/30/2003, and which was Preliminarily Amended on 04/28/2005.

The inventor's residence, mailing address and citizenship are as stated below next to her name.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I believe that the invention as claimed in the above-identified specification, including the claims, was made by Dominique Flahaut during the period of Dominique Flahaut's employment with Doncasters Parallo. By virtue of the "Undertaking" agreement between Doncasters plc and Dominique Flahaut dated July 22, 1999, Ms. Flahaut agreed that the invention shall be the property of Doncasters plc.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT International application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				Yes	No
0225648.5	Great Britain	11/04/2002			

0228576.5	Great Britain	12/09/2002			
0324859.8	Great Britain	10/24/2003			

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

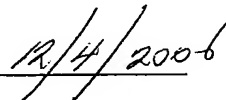
I am authorized to execute this Declaration in my capacity as Managing Director of Doncasters Parallooy, a division of Deritend International Limited, a Doncasters Limited company the owner of the invention as claimed in the above-mentioned patent application. Doncasters Limited changed its legal status from Doncasters plc on October 1, 2001.

Full name of sole inventor: Dominique Marianna Lucienne Flahaut  
 Inventor's last known residence: Peterborough, United Kingdom  
 Inventor's Citizenship: United Kingdom  
 Inventor's Mailing Address: 31 Barnwell, Willow Cottage,  
 Peterborough PE85PX, United Kingdom

Signature:



Date:



Ian Dunkinson

Managing Director, Doncasters Parallooy,  
 a division of Deritend International Limited,  
 a Doncasters Limited company

On behalf of Dominique Marianna Lucienne Flahaut



## **APPENDIX B**

Date: 27 October 2005  
Your  
reference: 1-1595676934  
Our  
reference: SJ305056574GB  
Track  
reference:



Mr Mark Lunt  
Harrison Goddard Foote  
3rd Floor  
Fountain Precinct  
Balm Green  
SHEFFIELD  
S1 2JA

Harrison Goddard Foote Due Date _____ 26 OCT 2005 Checked _____
--

Post Office Enquiry Line  
PO Box 236  
Plymouth  
PL9 7ZN  
Telephone  
Special Delivery 08457 001200  
Recorded Delivery 08459 272100  
International 08456 092609  
  
Website [www.royalmail.com](http://www.royalmail.com)  
Textphone 08456 000 606  
(for the deaf and hard of hearing)

Dear Mr Lunt

Thank you for your enquiry about proof of delivery for a Special Delivery item, reference number SJ305056574GB.

I can confirm that this item was delivered on 14th October 2005, and I enclose a photocopy of the signature we received.

Thank you for using our Special Delivery service, I hope the proof of delivery we have provided will be useful. If you need any more help, please contact us again.

Yours sincerely

*Malcolm McBride*

Malcolm McBride  
Customer Service Advisor

Enclosed: Photocopy of signature

We will pass your enquiry to our research agency, NOP World. You may be asked for feedback as part of our programme to improve services. If you prefer not to be contacted please call Freephone 0800 0564537 quoting our reference number from the top of this letter.



FAO

Confirming your delivery

Malcolm McBride T6

Barcode Here	Time 5	Print name
[Redacted]	0906	[Redacted]
		Check time and sign
	Time 6	Print name
[Redacted]	0906	[Redacted]
		Check time and sign
	Time 7	Print name
[Redacted]	0908	[Redacted]
		Check time and sign
	Time 8	Print name
[Redacted]	0913	[Redacted]
		Check time and sign
SS 3050565749B	Time 9	Print name
	0929	D. FLAHERTY
		Check time and sign
[Redacted]	Time 10	Print name
[Redacted]		[Redacted]
		Check time and sign

## **APPENDIX C**

13 October 2005

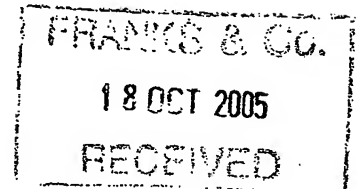
Robert Franks  
Franks & Co  
9/10 President Buildings  
Saville Street East  
Sheffield  
S4 7UQ

Fountain Precinct  
Balm Green  
Sheffield S1 2JA, UK

telephone  
+44(0) 114 274 3701  
facsimile  
+44(0) 114 273 0312  
email  
mlunt@hgfp.com

Your ref:

Our ref: MGL/MV/P100899US



Dear Robert

**US Patent Application No 10/533034**  
**High Temperature Alloys**  
**Doncasters Limited**

Please find enclosed herewith a letter from my client Doncasters Paralloys to your client Ms Dominique Flahaut. I would be grateful if you would please forward this letter to her. The last address we have is shown on the letter, but we believe she may be moving soon, if she has not already done so.

Would you be so kind as to let me know that you have sent it to her?

With thanks

Yours sincerely

**Mark Lunt**  
**Partner**  
**For and on behalf of Harrison Goddard Foote**

# FRANKS & CO

Patent & Trade Mark Attorneys

**Confidential**

Mr Mark Lunt  
Harrison Goddard Foote  
Fountain Precinct  
Balm Green  
Sheffield  
S1 2JA

Harrison Goddard Foote
Due Date <u>25 OCT 2005</u>
Checked _____

Our Ref:

Your Ref:

Date:

RBF/gb/A0684.102405L1

MGL/MV/P40089-US

October 24, 2005

*p100899us*

Dear Mark

RE: US PATENT APPLICATION NO.: 10/533034  
TITLE: HIGH TEMPERATURE ALLOYS  
APPLICANT: DONCASTERS LIMITED

I can confirm that we have forwarded the letters from Doncasters to Ms Dominique Flahaut with advice.

The letter was posted to Ms Flahaut on October 20, 2005 by recorded delivery.

Kind regards

Yours sincerely  
Franks & Co



**Robert B Franks**

# FRANKS & CO

Patent & Trade Mark Attorneys

**Confidential**

Mr Mark Lunt  
Harrison Goddard Foote  
Fountain Precinct  
Balm Green  
Sheffield S1 2JA

Our Ref:

DT/jc/A0684.101805L1

Your Ref:

Date:

October 20, 2005

Harrison Goddard Foote
Due Date _____
Checked _____

Harrison Goddard Foote
Due Date _____
21 OCT 2005
Checked _____

Dear Mark

**RE: US PATENT APPLICATION NO.: 10/533034**  
**TITLE: HIGH TEMPERATURE ALLOYS**  
**APPLICANT: DONCASTERS LIMITED**

Further to your letter dated October 13, 2005 we confirm that we have forwarded your letter for the attention of Miss Dominique Flahaut.

Yours sincerely  
Franks & Co

*Dean Thomas*

Dean Thomas

P100899us

## **APPENDIX D**



DHL Express (UK) Limited



Our Ref: AH/MW

28<sup>th</sup> November 2005

Harrison Goddard  
3<sup>rd</sup> Floor, Fountain Precinct  
Balm Green  
Sheffield  
S1 2JA

Dear Sarah,

**Airwaybill Number: 4156533382**

I write further to our recent telephone conversation, regarding a consignment despatched, via the DHL network to 31 Barnwell Willow, Peterborough, PE8 5PX under the above shipment airwaybill number.

As you requested, I can confirm from our records that delivery was attempted on the 13<sup>th</sup> October 2005 at 12:02 hours, the shipment was refused. We were advised that the package should be delivered to the following address is Germany, 1 Drachenfelstrasse, St. Augustin, Germany, 53757 where upon attempting delivery on the 20<sup>th</sup> October 2005 at 12:03 we were advised that nobody of that name lived there, unfortunately we do not have records of the name of the person who has refused this.

I trust this satisfies your enquiry however, if you require any further clarification or assistance, please do not hesitate to call our Customer Service Department on 08701 100 300 at any time.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'S. Goddard', written over a horizontal line.

Customer Service Department

DHL Express (UK) Limited  
Millennium House  
Unit 5, Argosy Road  
East Midlands Airport  
Castle Donington  
Derbyshire  
DE74 2SA

Customer service: 08701 100 300  
[www.dhl.co.uk](http://www.dhl.co.uk)



## **APPENDIX E**



**CERTIFICATE OF INCORPORATION  
ON RE-REGISTRATION OF A PUBLIC COMPANY  
AS A PRIVATE COMPANY**

Company No. **321992**

I hereby certify that

**DONCASTERS LIMITED**

formerly registered as a public company has this day  
been re-registered under the Companies Act 1985 as a  
private company, and that the company is limited

Given under my hand at Companies House, Cardiff the **1st OCTOBER 2001**

An Authorised Officer



ED3  
COMPANIES HOUSE

REDOT34JY

0010  
01/10/01



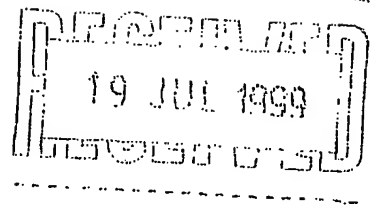
**DONCASTERS** plc



kg/flahaut.doc

7 July 1999

Ms D Flahaut  
1 Rue Lucien Vallee  
Tour Berberis  
Appt 12  
76140  
PETIT QUEVILLY  
France



Dear Ms Flahaut

Further to your recent discussions with Trevor Swales, I am pleased to be able to offer you the position of Senior Research Engineer - Surface Technology with a commencement date of 1<sup>st</sup> September 1999. This is a full time position based at our Paralloys Billingham site. The principal terms and conditions of employment are as discussed and the following summarises our offer:-

- 1) *Job Content* Please see attached Job Description, however you should note that this is intended as a guide only and flexibility is clearly important within this role.
- 2) *Reporting to* Director of Engineering - Trevor Swales
- 3) *Salary and Trial Period* Commencing salary is £30,000 per annum and is deemed to include payment for any overtime that may be required to satisfactorily complete your work. This salary will be reviewed on 1 January 2000 with annual reviews thereafter on 1 January each year. Payment will be by direct payment to a nominated bank account on a monthly basis. The appointment is subject to a trial period of up to six months.
- 4) *Hours of Work* Normal hours are 37 hours per week and times are 8.30am to 5.00pm Monday to Thursday and 8.30am to 4.30pm on Friday with a one hour lunch break daily or as otherwise agreed with your manager.
- 5) *Holidays* 33 days per annum inclusive of statutory holidays. Some days each year may be nominated as 'close down' days by prior notification of management.
- 6) *Pension Scheme* Subject to your existing arrangements, the DONCASTERS Group Pension & Life Cover Plan is available for you to join on commencement of employment initially on a non contributory basis. The Plan offers various options at initial joining and after 5 years of service. The opportunity to enhance your pension rights considerably by Additional Voluntary Contributions (AVC's) is also immediately available. Explanatory information is available on request. There is a three month period from employment commencement date to join the Pension Plan after which the option lapses.

Dominique Flahaut  
PETIT QUEVILLY  
France

Cont\2...

- 7) *Relocation* The company will pay reasonable expenses incurred in relocating your personal domestic belongings from one location in France to your new residence in England, including packing, transport and unpacking against the submission of receipts or invoices. Where appropriate you should obtain competitive quotations. This will be available for a period of six months from commencement date.
- 8) *Non-disclosure* You will be required to sign an 'undertaking of non-disclosure' agreement with regard to the Company's business, and this can be completed after commencement.
- 9) *Medical* This offer is subject to production of satisfactory evidence of good health prior to commencement of employment. Please complete and pass the enclosed Medical Questionnaire to your GP and ask him/her to complete and forward this to us in the attached envelope. Please arrange the medical as soon as possible. The Company will reimburse the full cost of the medical examination.
- 10) *Notice Period* The notice required by either party will be one month. In all cases notice is to be given in writing.

We do hope that you decide to join us and would ask you to indicate your acceptance of this offer by signing and returning the enclosed copy letter.

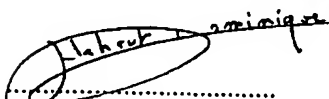
Yours sincerely




Kimbra Green (Mrs)  
**GROUP HEAD OF HUMAN RESOURCES**  
Enc

I accept the above offer of employment on the terms stated and can commence

employment on 01/03/99

  
.....  
Dominique Flahaut

Date 13/07/99

 <b>DONCASTERS</b> plc	<b>ENGINEERING DEPARTMENT</b>
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### JOB DESCRIPTION

**NAME** DOMINIQUE FLAHAUT

**JOB TITLE** SENIOR RESEARCH ENGINEER – SURFACE TECHNOLOGY

**REPORTING TO** DIRECTOR OF ENGINEERING – ON SECONDMENT

### DESCRIPTION OF ROLE

As an Engineered Component and assembly supplier, DONCASTERS plc aims to provide a full range of processes to its customers, ideally with a competitive advantage. Enhancement of material properties by coating and surface modification is an ideal way to facilitate this and the appointment of a Senior Research Engineer – Surface Technology is fundamental to achieving success in this area. Two areas exist for immediate focus – Petrochemical Tubes and Aerospace/Power Generation blades and vanes.

Through its Paralloy business unit in Billingham, DONCASTERS plc is a major supplier of ethylene manufacture and reformer tubes sets to the global petrochemical industry. Two major factors affecting the performance of ethylene and reformer plants are coke deposition and Carburisation. Coking requires frequent shutdown of plants to remove carbon deposits and Carburisation of the internal surface ultimately leads to failure of the tube, limiting both life and operating parameters of the plant.

The principle of using internal coatings to improve tube performance relating to coking and Carburisation is well established. Paralloy has a number of options available to pursue this potentially lucrative technology and the Senior Research Engineer – Surface Technology will provide the necessary support in terms of hands-on research & development to bring the optimum solution to market.

DONCASTERS plc also supplies blades and vanes to the Aerospace and Power Generation industries, where a range of proprietary coatings are used. The Senior Research Engineer – Surface Technology will investigate these various coatings and assist in any implementation of the technology.

For at least the first year of appointment, this post will be based at Paralloy, Billingham. Research will therefore be carried out on development activities relevant to Paralloy.

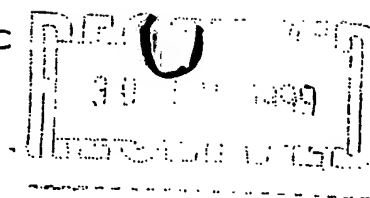
**RESPONSIBILITIES & DUTIES**

- As a first priority, produce a fully detailed evaluation of the IFP technical process, including:
  - Will it work?
  - Should we modify it?
  - Plant and equipment requirements & commercial issues
  - Recommendations for stages 1 - 4
- Produce a report with recommendations, including the following, with respect to technical and commercial aspects of Petrochemical Tube Coating, i.e.
  - General comments on tube coatings and application methods
  - Prior art, literature and research
  - Specific comments on and comparison of
    - Westaim Processes
    - IFP/Chromalloy research and process
    - SMECT Process
    - Manoir/French Nuclear collaboration
    - Alon Corporation process
    - Chevron
- Conduct research into improving the creep strength of the Paralloy Micro-alloys.
- Study and make recommendations for improving Paralloys investigation techniques.
- Investigate and report on current and emerging technology for corrosion resistant and thermal barrier coatings for aerospace and power generation applications as required, with particular emphasis on opportunities for expansion in that area by DONCASTERS plc.

**Trevor Swales**  
**Director of Engineering**  
**30/6/99**



**DONCASTERS** plc



NAME FLAHOUT Dominique

DEPARTMENT RESEARCH

LOCATION PARALL 2.7

UNDERTAKING

- 1) As a part of the duties assigned to me as an employee of DONCASTERS plc (hereinafter called the "Company") and in consideration of my employment, I agree that I will promptly inform the Company of all inventions, discoveries or improvements, whether or not patentable, (hereinafter called "inventions") which I make or conceive during the period of my employment, either alone or jointly with others (i) in the course of my work for the Company, whether or not with the use of materials, equipment or other facilities of the Company, or (ii) directly relating to the business from time to time being carried out by the Company. All inventions specified in Section 39 (i) of the Patents Act 1977 (and all rights therein) shall be the property of the Company, whether or not a patent is obtained thereon, and I will not disclose any such invention, or any invention by others in which the Company has rights, to any third party without the written permission of the Company. I will also during my employment with the Company and any time hereafter render such assistance to the Company and its nominees (without charge but at its expense), as it may request to enable the Company or its nominees to obtain, maintain and enforce patents for any invention in any and all countries including the execution of patent applications, assignments and such other documents in connection with such inventions, applications or patents as the Company may reasonably request.
- 2) I agree that all papers relating to the business of the Company or any affiliate in my possession, and arising out of my employment are the sole property of the Company or such affiliate and shall be delivered to the Company upon termination of my employment. I agree not disclose or use, either during or after my employment, except in furtherance of the Company's business during my employment, any confidential technical, sales or other information or trade secrets relating to the business of the Company or any affiliate, without the written permission of the Company.
- 3) Nothing contained in this undertaking shall be construed to limit or to exclude any obligation expressed or implied, statutory or otherwise, owed by me as an employee to the Company.
- 4) As a matter of record I have listed on the back of this undertaking any inventions, made or conceived by me prior to my employment, which I desire not to be covered by this undertaking.

Signature Dominique Flahout

Witness Vincent X...

Dated 22/07/99



## LIST OF INVENTIONS

(If no inventions are listed, the employee is requested to write 'NONE' in the space provided below, sign and date.)

### - ANTICORROSION COATING IN TUBE OF STEELS:

• Patent N° 53.12687 03/10/58 Brevetome

Partners: Commissariat à l'Énergie Atomique (C.E.A.).

• Anticorrosion properties of the concrete doped

example: concrete doped with Copper I ( $Cu^+$ )

anticorrosion properties of the Copper I ( $Cu^+$ )

• Anticorrosion properties of Nitrogen in ceramic coatings

(• looking properties of Carbon in ceramic coatings)

### SCATTERING OF OXIDES IN STEELS:

implicate: • Improvement of the creep resistance properties of steels

example: oxides of Hafnium in tubes of stainless steels

• Increase in the temperature use of steels

• Improvement of the corrosion properties of steels (decrease of the oxidation kinetic)

example: oxides of Hafnium in tubes of stainless steels

specifics techniques of add/scattering is made for obtain good results.

Date 22/07/58.

Signature.....

*Dominique*



For Innovation

# **The Patents Act 1977 (as amended)**

An unofficial consolidation produced by Patents Legal Section

October 2005

reference relates on the ground that the patent was granted to a person not so entitled, and no order shall be made under subsection (4) above on that ground, if the reference was made after the end of the period of two years beginning with the date of the grant, unless it is shown that any person registered as a proprietor of the patent knew at the time of the grant or, as the case may be, of the transfer of the patent to him that he was not entitled to the patent.

(6) An order under this section shall not be so made as to affect the mutual rights or obligations of trustees or of the personal representatives of a deceased person, or their rights or obligations as such.

(7) Where a question is referred to the comptroller under this section an order shall not be made by virtue of subsection (2) or under subsection (4) above on the reference unless notice of the reference is given to all persons registered as proprietor of the patent or as having a right in or under the patent, except those who are parties to the reference.

(8) If it appears to the comptroller on a reference under this section that the question referred to him would more properly be determined by the court, he may decline to deal with it and, without prejudice to the court's jurisdiction to determine any such question and make a declaration, or any declaratory jurisdiction of the court in Scotland, the court shall have jurisdiction to do so.

(9) The court shall not in the exercise of any such declaratory jurisdiction determine a question whether a patent was granted to a person not entitled to be granted the patent if the proceedings in which the jurisdiction is invoked were commenced after the end of the period of two years beginning with the date of the grant of the patent, unless it is shown that any person registered as a proprietor of the patent knew at the time of the grant or, as the case may be, of the transfer of the patent to him that he was not entitled to the patent.

#### **Effect of transfer of patent under section 37**

38-(1) Where an order is made under section 37 above that a patent shall be transferred from any person or persons (the old proprietor or proprietors) to one or more persons (whether or not including an old proprietor), then, except in a case falling within subsection (2) below, any licences or other rights granted or created by the old proprietor or proprietors shall, subject to section 33 above and to the provisions of the order, continue in force and be

treated as granted by the person or persons to whom the patent is ordered to be transferred (the new proprietor or proprietors).

(2) Where an order is so made that a patent shall be transferred from the old proprietor or proprietors to one or more persons none of whom was an old proprietor (on the ground that the patent was granted to a person not entitled to be granted the patent), any licences or other rights in or under the patent shall, subject to the provisions of the order and subsection (3) below, lapse on the registration of that person or those persons as the new proprietor or proprietors of the patent.

(3) Where an order is so made that a patent shall be transferred as mentioned in subsection (2) above or that a person other than an old proprietor may make a new application for a patent and before the reference of the question under that section resulting in the making of any such order is registered, the old proprietor or proprietors or a licensee of the patent, acting in good faith, worked the invention in question in the United Kingdom or made effective and serious preparations to do so, the old proprietor or proprietors or the licensee shall, on making a request to the new proprietor or proprietors or, as the case may be, the new applicant within the prescribed period, be entitled to be granted a licence (but not an exclusive licence) to continue working or, as the case may be, to work the invention, so far as it is the subject of the new application.

(4) Any such licence shall be granted for a reasonable period and on reasonable terms.

(5) The new proprietor or proprietors of the patent or, as the case may be, the new applicant or any person claiming that he is entitled to be granted any such licence may refer to the comptroller the question whether that person is so entitled and whether any such period is or terms are reasonable, and the comptroller shall determine the question and may, if he considers it appropriate, order the grant of such a licence.

#### ***Employees' inventions***

##### **Right to employees' inventions**

39-(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if-

(a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or

(b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done -

(a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or

(b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

#### **Compensation of employees for certain inventions**

40-(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) the employee has made an invention belonging to the employer for which a patent has been granted,

(b) having regard among other things to the size and nature of the employer's undertaking, the invention or the patent for it (or the combination of both) is of outstanding benefit to the employer, and

(c) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer,

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(2) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) a patent has been granted for an invention made by and belonging to the employee;

(b) his rights in the invention, or in any patent or application for a patent for the invention, have since the appointed day been assigned to the employer or an exclusive licence under the patent or application has since the appointed day been granted to the employer;

(c) the benefit derived by the employee from the contract of assignment, assignation or grant or any ancillary contract ("the relevant contract") is inadequate in relation to the benefit derived by the employer from the invention or the patent for it (or both); and

(d) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer in addition to the benefit derived from the relevant contract;

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(3) Subsections (1) and (2) above shall not apply to the invention of an employee where a relevant collective agreement provides for the payment of compensation in respect of inventions of the same description as that invention to employees of the same description as that employee.

(4) Subsection (2) above shall have effect notwithstanding anything in the relevant contract or any agreement applicable to the invention (other than any such collective agreement).

(5) If it appears to the comptroller on an application under this section that the application involves matters which would more properly be determined by the court, he may decline to deal with it.

(6) In this section -

"the prescribed period", in relation to proceedings before the court, means the period prescribed by rules of court, and

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**DONCASTERS plc  
CODE OF BUSINESS CONDUCT****Introduction**

The basic principles herein are to guide our dealings with all our constituencies, particularly our customers and suppliers, and the communities and governments in the countries where we have operations or otherwise do business.

Management employees receiving copies of these policy guidelines are to ensure that these policy guidelines are communicated to all those employees reporting to them who could be faced with a situation covered hereby. It is the responsibility of each such employee to assure compliance with these policy guidelines. In addition, management employees have a continuing responsibility to review conformance with these policy guidelines.

Our employees are assured that continued strict observance of these standards, even at the risk of adverse business consequences, will be supported by the Board of Directors and senior management of DONCASTERS plc. Deviation from them, on the other hand, will be grounds for appropriate disciplinary or other action.

If the following rules do not cover a particular situation, such as where the application of a local law or regulation is difficult to interpret, or a circumstance where the proper course of ethical conduct is unclear, the Chief Financial Officer of DONCASTERS plc, is to be consulted. If a situation should arise where there is insufficient time for such consultation, the particular problem is to be handled in such a manner that those involved would not be hesitant to have the full facts publicly disclosed.

**General Policy of Adherence to Ethical Standards**

Employees are to act in accordance with the highest standards of fairness, integrity and equity.

**General Policy of Adherence to Law**

Employees are to act in accordance with the laws of the jurisdictions in which our business is conducted. It is recognised that employees in some countries may be subjected to local pressures to engage in unlawful conduct, but the interests of the Company will be served best in the long run if such pressures are resisted.

While illegal conduct can take many forms, two types are worthy of special mention.

**(a) Political Contributions**

In jurisdictions where corporate political contributions are prohibited by law, no Company assets are to be used in any manner, directly or indirectly, for such purposes and no indirect assistance or support through the direct or indirect use of Company assets or other resources is to be given (except as expressly permitted by applicable law and regulations). In countries where corporate political contributions are lawful, they may be made only where specifically authorised by the Chief Executive Officer of DONCASTERS plc (or his designee). Where a political contribution has been specifically authorised, it must be accurately and fairly reflected as such in the Company's books, records and accounts. In no event may any political contribution be made in order to assist the Company in obtaining or retaining business for or with, or directing business to, any person.

**(b) Unlawful or Improper Payments**

No unlawful, corrupt or otherwise improper payment is to be made, offered, promised or authorised, either directly or indirectly, in order to assist the Company in obtaining or retaining business for or with, or directing business to, any person, or to influence any decision relating to the Company's business or to obtain other favours. No employee of the Company is to offer, promise or make an unlawful or otherwise corrupt gift or any other form of unlawful or improper payment – for example, a bribe, payoff, rebate or kickback – for any of the foregoing purposes. No employee of the Company is to make or approve any commission, fee or other payment of any kind.

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of value to any agent, consultant or other person while knowing or having reason to know that all or a portion thereof is to be offered, given or promised as a bribe, payoff, rebate or kickback or other improper payment for any of the foregoing purposes. These policies are intended to prohibit such payments, gifts or arrangements to or with any public or private individuals, including officials, employees and representatives of political parties or officials thereof and candidates for political office, private corporations and organisations doing business or otherwise having dealings with the Company.

### Facilitating Payments

In a few countries minor government employees whose duties are essentially administrative or clerical in nature may demand small "facilitating" payments for performing routine functions they are in any event required to perform. In these locations such conduct even though unlawful or of doubtful legality may not only be customary but it may be part of the locally understood and accepted compensation arrangements for minor posts. These situations should be distinguished from situations where the Company makes payments not in violation of local law to a government agency for government services, which are not intended to be prohibited by these guidelines.

As a matter of policy the Company is opposed to the making of facilitating payments and will take steps wherever possible to minimise or eliminate such payments. In no event, however, are they to be made unless they are clearly necessary to the Company's essential business needs. No facilitating payment is to be made unless it has been authorised by the President of DONCASTERS Inc. or by the Chief Executive Officer of DONCASTERS plc. It is not made outside such countries as the United States and those of Europe and it is not made for corrupt motives, i.e. with the intent to induce the recipient to misuse his official position, and only if the amounts are reasonable in relation to the services performed, receipts are obtained wherever practicable and the executive submits at least quarterly to the Chief Financial Officer of DONCASTERS plc a listing of these types of payments detailing the payee, amount and purpose. In no event may such payment be made in order to assist the Company in obtaining or retaining business for or with, or directing business to, any person.

### Entertainment, Gifts and Social Amenities

Under no circumstances shall the Company's relations with government officials and employees and representatives of political parties or candidates for political office be conducted in any manner which would subject the Company to embarrassment or reproach if publicly disclosed. No gifts of substantial value shall be offered or made, and no lavish entertainment offered or furnished, to any public or private individuals, including officials, employees and representatives or political bodies, governments and their branches and agencies, political parties or officials thereof and candidates for political office, private corporations and organisations doing business or otherwise having dealings with the Company. Social amenities, reasonable entertainment and other courtesies may be extended to government officials or employees and representatives of political parties or candidates for political office only to the extent clearly lawful and appropriate under applicable laws, regulations, customs and practices. Any expenses incurred by a Company employee for any such purposes shall be specifically designated as such to the employee's immediate supervisor and properly documented. These procedures are in addition to any which may otherwise be required by these guidelines or under separate Company guidelines or procedures.

### Proper Accounting

The Company's books, records and accounts are to reflect accurately and fairly in reasonable detail, all transactions and dispositions of assets in accordance with the highest standards of integrity and applicable generally accepted accounting principles. No person shall directly or indirectly falsify, or cause to be falsified, any of the Company's books, records or accounts.

There are to be no cash funds, bank accounts, investments or other assets which are either not recorded or inadequately recorded on the books of the Company. The Company shall not maintain an unidentified account in any bank.

The use of "false invoices" or other misleading documentation, and the making of fictitious entries for any purpose, whether regarding sales, purchases or any other Company activity are prohibited. No employee shall make, or cause to be made, a false or misleading statement (or fail to state a fact necessary to make another statement true).

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misleading) to internal or outside auditors of the Company in connection with the preparation, audit or examination of any financial statements or otherwise.

No payment made or to be made shall be approved without adequate supporting documentation or with the intention or understanding that such payment (or any portion thereof) is for any purpose other than that described in such supporting documentation. No payments are to be made, directly or indirectly, in cash other than: (i) regular approved cash payrolls, (ii) normal disbursements from petty cash accounts which are supported by signed receipts or other appropriate documentation, and (iii) disbursements for necessary business purposes in those companies where payments by cash rather than by cheque are customary and therefore required in the regular conduct of business.

Since payments into unidentified bank accounts may give rise to suspicion that the Company is participating in an improper transaction, no payments of any nature are to be made into unidentified bank accounts or other accounts which are not clearly or completely identified as to their ownership.

### Third Country Payments

Customers and distributors may sometimes request that their regular commissions or service fees be remitted to third persons or bank accounts in third countries. Such payments may be made only under the following conditions: (i) the amount payable does not arise from artificial additions to normal selling prices, (ii) payment is authorised in writing by the company or person earning the commission or fee, (iii) payment is made to the entity to which it is owed or to an affiliate with common ownership, and (iv) payment will not cause the Company to violate applicable law.

### Implementation

Supplementary guidelines may from time to time be issued to add to or clarify these guidelines should the need to do so develop.

In order to ensure continued compliance with these policy guidelines, a certificate in substantially the following form shall be signed annually by January 31<sup>st</sup> of each year by all persons (and their successors in office) who have received these guidelines, and shall be submitted to the Chief Financial Officer of DONCASTERS plc. This certificate shall cover the period from January 1<sup>st</sup> of the preceding year to the date of such certificate. Any employee receiving a copy of these guidelines who has any questions as to whether a breach of such guidelines has been properly reported, should consult with the Chief Financial Officer of DONCASTERS plc.

"Within the past 30 days I have read the Guidelines on Business Conduct (as amended) of DONCASTERS plc and its subsidiaries and I have not breached, nor become aware of any breach of, these Guidelines since January 1<sup>st</sup> of last year other than those instances, if any, which either have been reported to the Chief Financial Officer of DONCASTERS plc in writing by me or another employee for remedial action or are reported in an Exhibit attached to this certificate.

NOTE: Please indicate whether an Exhibit has been attached to this certificate.

Yes \_\_\_\_\_

No \_\_\_\_\_

In signing this certificate I am relying on where necessary on certificates in the same form signed by certain employees who report to me.

(Signature)

12/12/00  
(Date)

(DCS Company)

(Print Name)

(Title)



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**DONCASTERS  
PARALLOY**

Ms D Flahaut

Dear Dominique

I was very disappointed when you informed me that you were intending to leave the company

Your contract of employment states that you must give 3 months' notice in writing to the company, which you have now done.

I would like to remind you of your obligation not to disclose or misuse confidential information of the company, pursuant to clause 2 of the "non-disclosure undertaking", which forms part of your contract of employment and applies both during and after your employment. I enclose a copy of this for your record and as a reminder.

I would like to record my appreciation for the work you have done while employed at Paralloid and whilst disappointed that you have made this decision, nevertheless wish you well for the future.

Yours sincerely

I Dunkinson  
Managing Director

I hereby confirm receipt of this letter and confirm understanding of my compliance to my obligation not to disclose or misuse confidential information of the company

  
D Flahaut**PARALLOY LTD**

Paralloid House, Nuffield Road, Billingham TS23 4DA UK Tel: 44 (0) 1642 370 686 Fax: 44 (0) 1642 564 811  
E-mail: [paralloid@doncasters.com](mailto:paralloid@doncasters.com)

Registered in England No 260752; at 28-30 Derby Road, Melbourne, Derbyshire DE73 1FE UK  
A Doncasters Ltd company



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